



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	X	New	Vendor Code		SC	Dept.	HRD	A	Contract Number	
M		Change								
X		Cancel								
County Department					Dept.		Orgn.		Contractor's License No.	
Human Resources					OCH		OCH		323-52-2832	
County Department Contract Representative					Ph. Ext.				Amount of Contract	
Myrna R. Cogan					7-5563				Varies	
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number			
AAA	OCH	OCH	200	2445						
Commodity Code			FY		Estimated Payment		Total by Fiscal Year			
					Amount		I/D		FY Amount I/D	
Project Name			FY		\$					
			FY		\$					
			FY		\$					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Prerna Mona Khanna, M.D., MPH

hereinafter called Contractor

Address 2618 Flint Way, Apt. D233

San Bernardino, CA 92408-3821

Phone

Birth Date

(909) 478-1998

Federal ID No. or Social Security No.

323-52-2832

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT ("Agreement") is entered into August 24, 1999, by and among the County of San Bernardino ("County") on behalf of the Department of Human Resources ("Department") and Prerna Mona Khanna, M.D., MPH ("Contractor").

WHEREAS, the Department needs to provide occupational health services for its clients and patients at the Center for Employee Health and Wellness ("Center");

WHEREAS, the Department needs to provide a Medical Director for the Center;

WHEREAS, it is in the best interest of the Department to contract for these services;

WHEREAS, Contractor is experienced in providing occupational health medical services to clients and patients; and

WHEREAS, all parties will benefit from the establishment of this Agreement.

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows.

I. COUNTY RESPONSIBILITIES

- A. The County shall provide an acceptable clinical facility for use in providing occupational health care to County employees and to contract agencies. The County agrees to provide adequate office, medical treatment space, equipment and supplies which the Contractor and the County jointly agree are required for a full-service occupational

medicine assessment and treatment facility. The clinical facility, its rent, supplies, equipment, and upkeep thereof shall be the sole responsibility of the County. From time to time, the size, equipment and support requirements for the clinical facility may change, and the County agrees that future facility and equipment requirements are its sole responsibility.

- B. The County shall provide appropriate clinical staffing to insure the delivery of quality and cost effective occupational health care. The parties agree that the determination and provision of appropriate clinical staffing is its sole responsibility.
- C. The County shall designate a qualified medical professional to serve as the Chief of Clinical Operations for managing the operations of the Center. This individual will work in collaboration with Contractor in establishing and implementing medical policy and procedures.
- D. The County agrees that medical decisions regarding patient treatment and care will be made by the Contractor, and/or other physicians providing medical services to the Center, and/or other health care professionals staffed at the Center who are practicing under written medical protocols approved by the Contractor and the Chief of Clinical Operations.
- E. The Department will provide Professional Liability Indemnity as described in Attachment B.
- F. The Department agrees to reimburse Contractor for reasonable expenses incurred and pre-approved by the Department while attending conferences, workshops, and/or meetings that the Department has required Contractor to attend, not to exceed \$10,000 over the term of this Agreement.
- G. The Chief of Employee Benefits and Services Division will represent the Department in all matters pertaining to this Agreement.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall serve as Medical Director for the Center for Employee Health and Wellness. This responsibility shall include but not be limited to the following:
 - Provide direct medical care to the Center's patients and clients. This includes, but is not limited to, physical assessments, medical surveillance examinations, fitness for duty examinations, return- to- work examinations, and treatment and referral services for occupationally injured and ill employees.
 - Provide medical supervision to all medical and nursing staff assigned to and/or working at the Center.
 - Be readily available to the Center's medical and nursing staff for consultative services when in attendance at the Center.

- Provide medical supervision and/or oversight to all nurse care coordinators and case managers contracted with by the County to provide either care coordination or case management of employees off work due to illness or injury.
 - Establish, in collaboration with the Chief of Clinical Operations, written medical procedures and protocols for the proper delivery of medical and nursing services at the Center.
 - Establish, in collaboration with the Department, medical policies and procedures for the effective operation of the Center.
 - Provide medical consultative services to County departments and contracted agencies as appropriate.
 - Provide appropriate consultative services to County health plan providers, representatives, and consultants as requested by the Department.
 - Represent the County in legal proceedings regarding the Center's services as requested by the Department.
 - Serve as the Editor of the Center's Newsletter.
 - Develop and maintain academic affiliations and programs of mutual interest with local medical universities and training hospitals.
 - Attend meetings, conferences, and workshops as requested by the Department.
- B. Contractor agrees to maintain current certification in cardiopulmonary resuscitation (CPR), basic life support, and advanced cardiac life support.
- C. Contractor agrees to maintain current California State medical license and DEA number.
- D. Contractor agrees to provide the results of an annual TB skin test to the Department or other evidence of health status as required by law or regulation.
- E. Contractor agrees to a review of her performance, as it relates to the services provided under this Agreement, by a Peer Review Committee as jointly agreed upon by Contractor and Department. Neither party will unreasonably withhold their agreement of the Peer Review Committee.

III. BILLING AND COMPENSATION

- A. The County agrees to pay Contractor for the services performed under this Agreement in accordance with Attachment A. Contractor agrees to accept these amounts as full compensation for services provided under this Agreement.
- B. On or about the 5th of each month, the Contractor will submit an invoice for the previous month's services and expenses. The total cost of services shall not exceed the

amounts shown in Attachment A. Billings for approved expenses will be invoiced separately and will include supporting documentation as required by the County. The County agrees that such invoices will be processed and sent to the County Auditor/Controller for payment within five working days of receipt by the Department of Human Resources.

- C. County agrees to a one-time payment, not to exceed \$2,000, for Contractor's cost of successfully passing the Occupational Medicine Board Examination. Contractor will provide Department with substantive documentation of the costs incurred for passing the Examination before payment is made.
- D. Without affecting the Contractor's compensation and upon mutual agreement between the Contractor and the Department, the Contractor may be unavailable to the Center for personal or other reasons for no more than 30 operational days in a 12-month period beginning with the effective date of this Agreement.

IV. GENERAL PROVISIONS

A. Professional Liability Indemnity

County shall indemnify Contractor as is provided by the attached Professional Liability Indemnity Clause (Attachment B).

B. Status of Parties

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and Contractor and their employees, partners, or agents, but rather is an agreement by and among independent contractors which are County and Contractor.

C. Taxes and Worker's Compensation

Contractor shall assume sole and exclusive responsibility for payment of federal and state income taxes, federal social security taxes, and, if so elected by Contractor, the cost for maintaining Worker's Compensation insurance. Contractor agrees that County shall not be responsible for providing for above taxes and insurance on behalf of Contractor, and the latter agrees to indemnify and hold harmless County from any and all actions and/or claims which seek to collect said taxes from County.

D. Confidentiality of Information

All information obtained and records created, which pertain to patients to whom care/service is provided, shall remain confidential and the sole property of the Center for Employee Health and Wellness. Written approval of the Center for Employee Health and Wellness and/or the patient shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law.

E. Modification

No modification, amendment, supplements to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

F. Compliance with Immigration Laws

The Contractor hereby certifies that she shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder.

G. Assignment

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

H. Disagreements

Any questions or disagreements concerning standards of professional practice or the character of services furnished in the Center shall be submitted to the Peer Review Committee established by a mutual agreement between the Department and Contractor. The recommendations of the Peer Review Committee shall be made to the Director of Human Resources who shall then make a final determination and disposition of the matter.

I. Governing Law

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

J. Severability

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

K. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Section 110.0101 et seq.) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for

Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Contractor hereby certifies that it has submitted to the County a completed Principal Owner Information Form (POI Form) and Child Support Compliance Program Certification (CSCP Certification).

L. Termination for Breach of Warranty to Maintain Compliance with the County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to the County under law or under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the San Bernardino County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement.

M. Term and Termination

This Agreement shall be effective for a two (2) year term commencing on August 24, 1999, and terminating on August 23, 2001. Either party, however, may terminate this Agreement, at any time with or without cause, notwithstanding any other provision in this Agreement, after giving the other party thirty (30) days advance written notice of intention to terminate. The Director of Human Resources or designee is authorized to initiate termination on behalf of the County.

Either party may immediately terminate after notice of material breach is sent to the other party and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of this Agreement, the term "material breach" shall be defined to mean the failure of either party to perform all of its obligations under this Agreement.

N. Notices

Each party will promptly provide each other party with notice and copy of any notices or demands to be given under this Agreement. All such notices, demands or other communications hereunder shall be in writing and duly provided if sent certified mail, return receipt requested, addressed to the party or parties to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as each party shall from time to time designate in writing. The date of services of a notice or demand shall be the receipt date on any certified mail receipt.

a. Notices to Contractor shall be sent to:

Prerna Mona Khanna, M.D., MPH
2618 Flint Way, Apt. D233
San Bernardino, CA 92408-3821

b. Notices to the County shall be sent to:

Myrna R. Cogan, CEBS, Chief, Employee Benefits and Services Division
Department of Human Resources
County of San Bernardino

157 W. 5th Street, First Floor
San Bernardino, CA 92415-0440

V. FULL UNDERSTANDING

This Agreement, consisting of eleven (11) pages, represents the full and complete understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties.

COUNTY OF SAN BERNARDINO

Perna Mona Khanna, M.D., MPH
(Print or type name of corporation, contractor, etc.)

►
Jon D. Mikels, Chairman, Board of Supervisors

By ►
(Authorized signature - sign in blue ink)

Dated: _____
(Print or type name of person signing contract)

Name Perna Mona Khanna

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors

Title M.D., MPH
(Print or Type)

Dated: _____

_____ of the County of San Bernardino

By _____
Deputy

Address 2618 Flint Way, Apt. D233

San Bernardino, CA 92408-3821

Approved as to Legal Form

Approved as to Affirmative Action

Reviewed for Processing

►
County Counsel

►

►
Agency Administrator/CAO

Date

Dat
e

Date

ATTACHMENT A
COMPENSATION & REIMBURSEMENT SCHEDULE

Compensation: August 17, 1999 through August 18, 2000

<u>Annual</u>	<u>Monthly</u>
\$180,000	\$15,000

Compensation: August 19, 2000 through August 17, 2001

<u>Annual</u>	<u>Monthly</u>
\$195,000	\$16,250

Other:

One-Time Examination Reimbursement \$ 2,000

ATTACHMENT B

PROFESSIONAL LIABILITY INDEMNITY

1. As an additional element of compensation to Contractor under this Contract, the County shall indemnify the Contractor as is provided below.
2. For purposes of this Part (Professional Liability Indemnity) the term "Contractor" shall mean Perna Mona Khanna, M.D., MPH, who is providing services required under this Contract.
3. The County shall, subject to the terms, limitations, exclusions, and conditions of this Contract, indemnify, defend, and hold harmless the Contractor for any and all sums which the Contractor shall by law be held liable to pay for damages arising out of any demand for money or services by any patient, or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, in professional services rendered or that should have been rendered by Contractor exclusively at the Center for Employee Health and Wellness or County-sponsored facilities provided always that:
 - a. Such malpractice results in a claim being made or legal action commenced against the Contractor, and notice of such claim or action has been given in accordance with the provisions contained in paragraph 9 of this Part (Professional Liability Indemnity);
 - b. There shall be no liability hereunder for any claim or action against the Contractor for malpractice committed or alleged to have been committed prior to the operational date or subsequent to the term of this Contract.

The date that a claim is made shall not determine the coverage under this Part. Any claim of malpractice or alleged malpractice that occurs during the term of this Contract shall be indemnified against, regardless of the date on which the claim is made or the action is filed.
4. The indemnification promised hereby shall include all theories of liability against the Contractor regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the Contractor. Such indemnification as is afforded by this Contract is extended to include the Contractor only while it is acting within the scope of duty pursuant to the terms of this Contract and shall not apply to acts or omissions by or at the direction of the Contractor committed with actual malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the Contractor, any act committed in violation of any laws or ordinances resulting in criminal conviction, services rendered while under the influence of intoxicants or narcotics, or any practice or service not required by the terms of this Contract.

5. In providing for such indemnification it is not the intent of either party to waive any applicable statutory or other immunity from liability or any of the claims requirements of the *Government Code*. Such indemnification shall not exceed Two Million Dollars (\$2,000,000) for any single act or omission indemnifiable hereunder, or the sum of Five Million Dollars (\$5,000,000) aggregate for all acts or omissions indemnifiable hereunder per member which occur in any single operating year of this Contract. For purposes of this Part (Professional Liability Indemnity), said operating year shall begin with the date on which this Contract is executed by the County's Board of Supervisors and shall conclude on June 30 of this fiscal year; thereafter, each operating year shall run from July 1 to June 30.
6. The County shall provide the indemnification referred to above through a program of self-insurance. The Contractor shall follow the guidelines and procedures contained in any risk management plan which may be established by the County, upon being informed in writing by the County of such guidelines and procedures.
7. As respects the indemnity afforded by this Contract, the County shall, in the name of and on behalf of the Contractor, diligently investigate and defend any and all claims or suits made or brought against Contractor, shall retain as legal counsel attorney(s) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to attorneys' fees, expert witness fees, and court costs. In addition to and not inconsistent with any other provision of this Part (Professional Liability Indemnity) the Contractor may, at its option and sole expense participate in the investigation, settlement, or defense of any claim or suit against the Contractor. The County will not settle any claims without the written consent of the Contractor. If, however, the Contractor in any such claim or suit refuses to consent to any settlement recommended in writing by the County and elects to contest or continue any legal proceedings, then the liability of the County shall not exceed the amount for which the claim or suit could have been so settled plus the cost and expense incurred with its consent up to the date of such refusal. Any judgment rendered against the Contractor in excess of the settlement figure recommended in writing by the County shall be the sole responsibility of the Contractor with respect to said excess amount, including all costs plus all attorneys' fees relating to such excess amount.
8. If a payment in excess of the amount of indemnity available under this Professional Liability Indemnity clause must be made to dispose of a claim, then the liability of the County for costs and expenses incurred with its consent shall be in such proportion hereof as the amount of indemnity available under this clause bears to the amount paid to dispose of the claim.
9. The following are conditions precedent to the right of the Contractor to be defended and/or indemnified under this Part (Professional Liability Indemnity) provided that the County may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such condition(s):
 - a. During the currency of this Contract, the Contractor shall, within ten (10) business days after receiving knowledge of any event described in this subparagraph (a.)

of this Section 9, give to the person or persons designated by the County notice in writing of:

- (1) Any conduct or circumstances which the Contractor should reasonably believe may give rise to a claim for malpractice being made against the Contractor, or
- (2) Any claim for malpractice made against the Contractor, or
- (3) The receipt of notice from any person of any intention to hold the Contractor responsible for any malpractice.

b. The Contractor shall at all times without charge to the County:

- (1) Give to the County or its duly appointed representatives such information, assistance, and signed statements as the County may require; and
- (2) Assist, without cost to the Contractor, in the County's defense of any claim, including without limitation, cooperating with the County, and upon the County's request, attending hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

c. The Contractor shall not, without the written consent of County's duly appointed representative, admit liability for or settle any claim, or

- (1) Incur on behalf of the County any cost or expense in connection with such claim, or
- (2) Give any material or oral or written statements to anyone in connection with admitting or settling such claim.

10. If the County becomes liable for any payment under this Part (Professional Liability Indemnity), the County shall be subrogated to the extent of such payment, to all the rights and remedies of the Contractor against any party in respect of such loss and shall be entitled at its own expense to sue in the name of the Contractor. The Contractor shall give to the County all such assistance as the County may require to secure its rights and remedies and, at the County's request, shall execute all documents necessary to enable the County effectively to bring suit in the name of the Contractor.